

The complaint

Mr and Mrs K have complained about QIC Europe Ltd's decision to reject a claim they made for storm damage to their roof under their home buildings insurance policy.

What happened

Mr and Mrs K made a claim to QIC for damage to their roof following a named storm. QIC accept that storm conditions occurred when the damage occurred. But it says the storm highlighted pre-existing issues with the roof and declined the claim. It said the damage had been caused by wear and tear.

Mr and Mrs K asked us to look at their complaint. Our Investigators issued three views. Their initial recommendation was to uphold the complaint, but on further information from QIC they thought it shouldn't be. On further evidence from Mr and Mrs K, the Investigator recommended the complaint should be upheld. As Mr and Mrs K had paid for the repairs, they recommended QIC meet the costs of the repairs.

QIC didn't agree and wants an ombudsman to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As both parties are aware, we ask three questions when we look at storm damage claim complaints to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

All parties accept that storm conditions occurred, so the answer to the first question is 'yes'.

Roof tiles have come away and so the answer to the second question is 'yes' as this is consistent with damage a storm typically causes.

The remaining question is whether storm conditions were the main cause of the damage and this is in dispute.

QIC provided a report from a Surveyor it appointed to validate the claim. The Surveyor reported that mortar on the roof had deteriorated. The Surveyor concluded that storm wasn't the cause of damage, but had highlighted pre-existing issues with the roof.

I've looked at the photos provided by both QIC and Mr and Mrs K. Any sign of mortar deterioration is limited to the roof ridges and not in the area where the roof tiles have become dislodged.

QIC said that the main cause of the slate tiles slipping from the roof was caused by 'nail sickness' or deterioration of the nails that held the tiles in place, causing the tiles to slip.

This isn't mentioned in the Surveyor's report as a cause of damage. And in response, Mr and Mrs K provided a report from an independent roofer. The roofer said that

"The main roof on the property is weathered with natural 20x10" slates.

Under the slates there is a felt lining (1F felt/slaters felt) which means that the roof has been re-roofed since the 1960's.

I removed a slate to check for nail sickness/fatigue.

The nails which hold the slates in place are copper nails and are in good condition.

Copper nails do not suffer from nail fatigue and will last the lifetime of the roof.

The slates feel firmly fixed.

It is my professional opinion that the slates were removed from the roof due to the 'suction' effect of the storm."

In response, QIC said it accepts copper nails may last the lifetime of a roof, but that the roof was at the end of its lifetime. It said photos show the tiles as brittle and that tiles had previously slipped.

QIC says it agrees with the Investigator's second view where they explained that slate tiles are built to be highly weather resistant and should resist strong winds if maintained properly, but if they do lift due to strong gusts, there's usually signs of breakage left behind.

In this case, the tiles all slipped downwards with no sign of breakage as though the nail has deteriorated.

QIC says the only breakage in the tile being situated away from the nail, rather than broken around it. If wind had caused this damage it would expect any breakages to be around the nail instead through the force caused by wind.

However, while there is evidence that the roof has weathered, I don't think QIC has reasonably shown that the cause of damage was wear and tear. Photos of the condition of the nails on the roof provided by the independent roofer show good condition. I think strong wind gusts of 73 mph can reasonably support the roofer's opinion that storm damage was the main cause of damage in this case. And as I've previously said, any reference to nail fatigue or the way in which the tiles dislodged (the damage being claimed for) isn't mentioned by the Surveyor appointed by QIC to identify the cause of damage in their report. The cause of damage was reported as due to wear and tear caused by mortar deterioration.

My final decision

My final decision is along the same lines as the Investigator's first view. I uphold this complaint and require QIC Europe Ltd to do the following:

- Pay the claim for storm damage by reimbursing Mr and Mrs K for what they paid for repairs - subject to reasonable proof and in line with the remaining terms of

the policy.

- Pay interest on the settlement amount at a rate of 8% simple interest a year from the date Mr and Mrs K paid to the date of reimbursement.
- Pay Mr and Mrs K £150 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 18 May 2023.

Geraldine Newbold
Ombudsman